

08143/1

0 - 08802 / 2011



815470

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

M.V. 1521, 52.7/-

C 593801

M.C. Case No. - 1257/11

4580

A8E

T. P. M.

Certified that the document is admitted to registration. The signature sheet and endorsement sheets attached to this document are the part of this document.

Additional District sub-Registrar  
Cossipora, Dum Dum, North 24 Pgs

13 OCT 2011

### DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this 30<sup>th</sup> day of September in the year Two Thousand Eleven [2011] A.D.

803

৯০৪/১১ ৯৯৯

Self Contained  
Adv.  
Bansari  
Dey

র নাম \_\_\_\_\_  
পেভার কক্ষ \_\_\_\_\_  
বিতান নম্বর (সবলোক সিটি) এ. ডি. এস. আই. এ.  
মোট শতাংশ কক্ষ তারিখ \_\_\_\_\_  
মালিক নং \_\_\_\_\_ মোট কত টাকার বরিস

23 SEP 2011

998000

টেজরি বারাকপুর ডেভার মিতা দত্ত

P. P. P. P.

V. E. T. G  
5293

As Constituted attorney of  
of the vendors.

V. E. T. G  
5294



Handwritten signature

Additional District Sub-Registrar  
Case No. P. No. 24 Pgs (10)

30 SEP 2011

Handwritten signature

V. E. T. G  
5295

MERRY ENTERPRISE  
S. M. B. B. B.  
Proprietor

Sanjay Das  
S/N B.K. 202

**BETWEEN**

**1. SRI RATAN SARKAR, 2. SRI ASHOK SARKAR, 3. SRI JAYANTA SARKAR**, all are sons of Late Umakanta Sarkar, all are by Faith - Hindu, by Occupation - Service, by Nationality - Indian, all are residing at South Nimta, East Alipore, Harisabha Math, P.O. Nimta, Kolkata - 700 049, P.S. Nimta, Dist. North 24 Parganas, hereinafter jointly called, referred, identified and recognized as the **"VENDORS / LAND OWNERS"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives, nominee or nominees, successor or successors and/or permitted assigns) of the **FIRST PART**.

The Vendors represented through their lawful constituted attorney namely **SRI PRASANTA DEY**, son of Late Narayan Chandra Dey, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at Kaikhali, Chiriamore, P.O. Rajarhat-Gopalpur, Kolkata - 700 136, under the jurisdiction of Airport Police Station, District 24-Parganas (North), by virtue of three different registered power attorney, these are as follows :-

The Vendor No. 1, **SRI RATAN SARKAR**, represented by his Constituted Attorney, by virtue of a Registered Bengali Power of Attorney, which was executed and registered on 2<sup>nd</sup> September, 2011, before the office of A.D.S.R. Cossipore, Dum Dum and the same was recorded in Book No. IV, CD Volume No. 2, Pages 1936 to 1943 being Deed No. 00786 for the year 2011.

The Vendor No. 2, **SRI ASHOK SARKAR** represented by his Constituted Attorney, by dint of a Registered Bengali Power of Attorney, which was executed and registered on 5<sup>th</sup> September, 2011, before the office of A.D.S.R. Cossipore, Dum Dum and the same was recorded in Book No. IV, CD Volume No. 2, Pages 2018 to 2025 being Deed No. 00792 for the year 2011.

The Vendor No. 3, **SRI JAYANTA SARKAR** represented by his Constituted Attorney, by dint of a Registered Bengali Power of Attorney, which was executed and registered on 13<sup>th</sup> September, 2011, before the office of A.D.S.R. Cossipore, Dum Dum and the same was recorded in Book No. IV, CD Volume No. 2, Pages 2316 to 2323 being Deed No. 00822 for the year 2011.

**AND**

**TOP GEAR MOTOR (PVT. LTD.)**, a private limited company, under the provisions of Indian Companies Act, 1956, having its registered office at MIG, B/67 Housing Colony, Dhanbad, Jharkhand - 826001, represented by its Director namely **Mr. Kamal Kumar Singh**, son of Late Lakshmi Shankar Singh, residing at MIG, B/67, Housing Colony, Dhanbad, Jharkhand - 826001, hereinafter called, referred, identified, recognized as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its respective heirs, executors, administrators, legal representatives, nominee or nominees, successor or successors and/or permitted assigns) of the **SECOND PART**.

**AND**

**SRI SANGRAM SARKAR**, son of Late Umakanta Sarkar, by Faith - Hindu, by Occupation - Service, by Nationality - Indian, all are residing at South Nimta, East Alipore, Harisabha Math, P.O. Nimta, Kolkata - 700 049, under the jurisdiction of Nimta Police Station, District 24-Parganas (North), hereinafter called, referred, identified, recognized as the **CONFIRMING PARTY NO. 1** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives, successor or successors, nominee or nominees and/or permitted assigns) of the **THIRD PART**.

AND

**MERRY ENTERPRISE**, a proprietorship firm, having its office at Anupama Commercial Complex, 1<sup>st</sup> floor, Mondalgunthi, P.S. Baguiati, Dist. North 24 Parganas, represented by its sole proprietor namely **SK. MANI BABU**, son of Late Abdul Khalek, by Faith - Muslim, by Occupation - Business, by Nationality - Indian, residing at Anupama Commercial Complex, 1<sup>st</sup> floor, Mondalgunthi, P.S. Baguiati, Dist. North 24 Parganas, hereinafter called, referred, identified and recognized as the **CONFIRMING PARTY NO. 2** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, successors in office, successors in interest and/or permitted assigns) of the **FOURTH PART**.

**WHEREAS** before dealing with the other recitals and covenants of the present deed of conveyance, it is made clear herein that whatever recitals, covenants, deed and documents mentioned in the Bengali Deed of Kobala from which the Vendors herein acquired right, title and interest of the Schedule property, are also binding upon all the parties of this Deed of Conveyance and the recitals, covenants, deed and documents mentioned in the said Bengali Deed of Kobala shall be deemed to be a part of this present Deed of Conveyance.

**AND WHEREAS** all the piece and parcel of land measuring more or less 62 (Sixty Two) Sataks under C.S. Khatian No. 93, under Dag No. 4580 of Mouza - Dakshin Nimta within P.S. Dum Dum, S.R.O. Cossipore, Dum Dum and District 24-Parganas (North) within the local jurisdiction of North Dum Dum Municipality belonged to Aberan Banu Bibi & Sukur Jan Bibi and while they were in so possession, the said Sukur Jan Bibi died and subsequently the said Aberan Banu Bibi and the husband of Sukur Jan Bibi jointly acquired the right, title and interest of the said property and transferred their right, title and interest in favour of Sk. Kader Gazi by virtue of Kobala dated 16<sup>th</sup> June, 1930 registered before the office of S.R. Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 7, pages 286 to 287, being Deed No. 529 in the year 1930.

**AND WHEREAS** the said Sk. Kader Gazi transferred the aforesaid property in favour of Suniti Bala Sarkar on 13<sup>th</sup> September, 1954 along with Sukur Jan Bibi as the name of Sukur Jan Bibi was recorded in C.S. records of right, which was registered before the office of S.R. Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 6, Page No. 211 to 213 being Deed 134 for the year 1954.

**AND WHEREAS** while she was in so possession in respect of said property, she transferred all her right, title and interest in respect of the aforesaid property in favour of Sri Binod Behari Sengupta, Sri Ajit Kumar Sengupta, Sri Ranjit Kumar Sengupta, by virtue of Registered Deed of Kobala, registered before the office of S.R. Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 77, Pages 32 to 34, Being Deed No. 4025 for the year 1957.

**AND WHEREAS** at the time of publication of a Revision Settlement the name of Sukur Ali was erroneously recorded in R.S. Khatian and accordingly the said Sukur Ali alias Sukur Mohammad on 29<sup>th</sup> April, 1975 executed and Registered a Bengali Na Dabi Patra in favour of the said Sri Binod Behari Sengupta, Sri Ajit Kumar Sengupta, Sri Ranjit Kumar Sengupta, which was registered before the office of S.R. Cossipore, Dum Dum and recorded in Deed No. 4153 for the year 1975.

**AND WHEREAS** that by virtue of said Registered Deed of Kobala as well as by virtue Registered Bengali Na Dabi Patra the said Sri Binod Behari Sengupta, Sri Ajit Kumar Sengupta, Sri Ranjit Kumar Sengupta, became the absolute owner and possessor in respect of land measuring more or less 62 (Sixty Two) Sataks corresponding to 1 (One) Bigha 17 (Seventeen) Cottahs 8 (Eight) Chittacks 7.2 (Seven Point Two) Sq.ft. in R.S. Dag No. 4580 under Khatian No. 93 of Mouza - Dakshin Nimta, P.S. Nimta under S.R.O. Cossipore, Dum Dum now A.D.S.R. Cossipore, Dum Dum and while they were in so exclusive possession in respect of the said property, they transferred their right, title and interest in favour of Sint. Ruma Sen Sharma and Smt. Ram Das, by virtue of Bengali Deed of Kobala which was registered before the office of Cossipore, Dum Dum

and recorded in Book No. 1, Volume No. 70, Pages 213 to 217 being Deed No. 4323 of 1975 and delivered vacant and peaceful possession in respect of the same.

**AND WHEREAS** the said Ruma Sen Sharma and Rama Das by virtue of the aforesaid Bengali Deed of Kobala became the absolute owner and possessor in respect of the said property and while they were in so possession, they transferred in favour of present Vendors by way of Deed of Kobala which was registered on 19<sup>th</sup> August, 1976 which was registered before the office of S.R. Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 107, Pages 21 to 23 being deed No. 5954 for the year 1976.

**AND WHEREAS** by virtue of the said deed of conveyance, the present Vendors became the absolute owner and possessors in respect of the property measuring more or less 62 (Sixty Two) Sataks corresponding to 1 (One) Bigha 17 (Seventeen) Cottahs 8 (Eight) Chittacks in R.S. Dag No. 4580 under Khatian No. 93 of Mouza - Dakshin Nimta, P.S. Nimta under S.R.O. Cossipore, Dum-Dum now A.D.S.R. Cossipore, Dum Dum.

**AND WHEREAS** the present vendors due to diverse reasons, have expressed their desire to sell out the aforesaid property and accordingly the Confirming Party No. 1, who happens to be the brother of the present Vendors took the responsibility to develop and sell the said property at a consideration of **Rs. 14,00,000.00 (Rupees Fourteen lac) only** and being informed the same, the Confirming Party No. 2 is agreed to purchase the same at the said consideration.

**AND WHEREAS** in pursuance to the discussions between the Vendors, Confirming Party No. 1 and Confirming Party No. 2, it has been agreed and settled that the Vendors herein through their Attorney Holder will execute and register the Deed of Conveyance in favour of the nominee of Confirming Party No. 2.

**AND WHEREAS** the present purchaser herein, being informed by the Confirming Party No. 2 herein is agreed to purchase the land measuring

more or less **7 (Seven) Cottahs** out of more or less 62 (Sixty Two) Sataks corresponding to more or less 1 (One) Bigha 17 (Seventeen) Cottahs 8 (Eight) Chittacks in R.S. Dag No. 4580 under Khatian No. 93 of Mouza - Dakshin Nimta, P.S. Nimta under S.R.O. Cossipore, Dum Dum now A.D.S.R. Cossipore, Dum Dum which is more fully described in the Schedule herein under written, at a consideration of **Rs.14,00,000.00 (Rupees Fourteen lac) only** and before execution of the present deed of Conveyance, the Purchaser herein paid the entire consideration in favour of the Confirming Party No. 2. It is made clear herein that the Confirming Party No. 2 on receiving the consideration money from the purchaser, paid the entire consideration in favour of the Confirming Party No. 1 and the Vendors through their Attorney holder.

**AND WHEREAS** the Attorney holder herein on behalf of the Vendors do hereby acknowledge that his principals i.e. the Vendors already received the consideration amount from the Confirming Party No. 1 as well as from the confirming party no. 2 paid by the purchaser, in compliance with the Power of Attorney referred hereinabove.

**NOW THIS INDENTURE WITNESSETH as follows :-**

In pursuance of the said total consideration amount of **Rs.14,00,000.00 (Rupees Fourteen Lakh) only** paid to the Vendors through their Constituted Attorney and Confirming Parties paid by the Purchaser, as per memo below at or immediately before the execution of these presents (the receipt whereof the Vendors do hereby as well as by the receipt whereof the Vendors do hereby as well as by the receipt hereunder written, admit and acknowledge and of from the same and every part thereof hereby acquit, release and forever discharge the said purchaser) as well as the said land particularly described in the **Schedule** hereinafter written, the Vendor through his constituted attorney do hereby sell, grant, transfer and convey and assign and unto the Purchaser free from all encumbrances charges, liens, lispences **ALL THAT** piece and parcel of land admeasuring more or less **7 (Seven) Cottahs** out of more or less 62 (Sixty Two) Sataks corresponding to mor



or less 1 (One) Bigha 17 (Seventeen) Cottahs 8 (Eight) Chittacks in R.S. Dag No. 4580 under Khatian No. 93 of Mouza - Dakshin Nimta, P.S. Nimta under S.R.O. Cossipore, Dum Dum now A.D.S.R. Cossipore, Dum Dum under the jurisdiction of Nimta Police Station, within the local limits of North Dum Dum Municipality, in Ward No. 22, A.D.S.R.O. Cossipore, Dum Dum, in the Dist. North 24 Parganas, together with all easement rights, with electricity, water, sewerage connection. The annual proportionate rent is payable to the Collectorate of North 24 Parganas on behalf of Govt. of West Bengal. The land is hereby sold with all easementary right and appurtenances as particularly described in the **Schedule** hereinafter written TO HAVE AND TO HOLD the said property hereby granted, transferred, conveyed and assigned or expressed or intended so to be with the appurtenances unto the purchaser absolutely forever free from all encumbrances whatsoever.

**AND** that the Schedule property is free from all encumbrances, attachments, liens, mortgages and the Vendors have absolute right, title and interest in respect of the Schedule property.

**AND** that no notice of vesting or under the public demand recovery act has been served on the Vendors not any such notice have been published.

**AND** that the Vendors have not yet received any notice of requisite on and/or requisition of the property described in the Schedule hereinafter written.

**AND** that the purchaser and all person or persons claiming through the purchaser shall have undisputed and all manner of right over the common passages and other easementary rights.

**AND** that the Vendors and their legal heirs from time to time shall be bound to execute necessary Deed of Rectification or other document / documents without any consideration in favour of the purchaser or her respective legal heirs in respect of the Schedule land for any defect,

omission, error to be found later on in the present deed at the cost of the purchaser.

**AND** that the purchaser or its men and agents on and from this day shall have absolute right to install electricity, water connection, sewerage connection, telephone connection, construct the boundary wall, fencing etc. at its own cost and expenses.

**AND** that the Vendors deliver this day khas possession of the said land along with the relevant documents of right, title and possession unto the Purchaser **NOTWITHSTANDING** any such act deed or thing whatsoever as aforesaid the Vendors have good right and full power to grant and convey the said land hereditaments and premises hereby granted or expressed so to be unto and to the use of the purchaser in manner aforesaid and the purchaser shall and may at all times hereafter peacefully and quietly possess and enjoy the rates, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from the vendors or any person or persons lawfully or equitably claiming from under or in trust for them and that free from all encumbrances whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming through them as aforesaid **AND FURTHER** that the Vendors and all persons having or lawfully or equitably claiming any estate or right, title and interest in the said land hereditaments and premises or any of them or any part thereof from under or in trust for them, the Vendors shall and will from time to time and at all times hereafter at the request and costs of the purchaser do and execute or cause to be done and executed all such acts and deeds and things whatsoever for further and more perfectly assuring the said land hereditaments and premises conveyed by these presents and every part thereof unto and to the use of the purchaser in manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO

[Description of Land]

ALL THAT piece and parcel of land admeasuring more or less 7 (Seven) Cottahs out of more or less 62 (Sixty Two) Sataks corresponding to more or less 1 (One) Bigha 17 (Seventeen) Cottahs 8 (Eight) Chittacks in R.S. Dag No. 4580 under Khatian No. 93 of Mouza - Dakshin Nimta, under the jurisdiction of Nimta Police Station, within the local limits of North Dum Dum Municipality, in Ward No. 22, A.D.S.R.O., Cossipore, Dum Dum, in the Dist. North 24 Parganas, together with all easement rights, common passage, with electricity, water, sewerage connection. The annual proportionate rent is payable to the Collectorate of North 24-Parganas on behalf of Govt. of West Bengal. The land is hereby sold with all easementary right, which is butted and bounded as follows :-

On the North : By Dag no. 4579  
 On the South : By other's land.  
 On the East : By plot no F  
 On the West : By plot no D

A site plan is annexed herewith showing the actual position of the land whereas this plot is marked in RED BORDER and marked as Plot No. F

IN WITNESS WHEREOF the parties have hereunto set and subscribed their hands and seals on the day, month and year first above written.

SIGED, SEALED AND DELIVERED

By the PARTIES at Kolkata in the

Presence of :

- 1. *Silpa Sen*  
*Naikhal; Chindanore*  
*Kol-136*

*[Handwritten Signature]*

.....

Signature of the Vendors

Through their constituted attorney

Namely SRI PRASANTA DEY

- 2. *Mr. Jm.*  
*Bud. Col.*

*[Handwritten Signature]*

.....

Signature of the Confirming Party No. 1

**MERRY ENTERPRISE**

*[Handwritten Signature]*  
Proprietor

.....

Signature of the Confirming Party No. 2

## MEMO OF CONSIDERATION

RECEIVED on and from the above mentioned purchaser a sum of Rs.14,00,000.00 (Rupees Fourteen lac) only as full and final consideration in respect of the Schedule property as per the memo mentioned herein below :-

## MEMO

By cheque - 14,00,000/-

(Rupees Fourteen lac) only

IN PRESENCE OF :

1. *Nilip Sen*

*Prasantadey*

Signature of the Vendors

Through their constituted attorney

Namely SRI PRASANTA DEY

2. *Anil - Sen*

*Dr. Mani Babu*

Signature of the Confirming Party No. 1

**MERRY ENTERPRISE**

*Dr. Mani Babu*  
Proprietor

Signature of the Confirming Party No. 2

Drafted & Prepared by :

*Sanjib Kumar Sankar*

SANJIB KUMAR SARKAR

Advocate, Barasat Judges Court.

DER RULE 44A OF THE I.R. ACT 1908 N.B - L.H. BOX - SMALL TO THUMB PRINTS  
 R.H. BOX - THUMB TO SMALL PRINTS



Kamal Kumar Singh

Director of  
 Top Gear Motors  
 Pvt. Ltd.



Pawan D



Anil Kumar Singh



Binod Kumar Babin

	LITTLE	RING	MIDDLE	FORE	THUMB
Kamal Kumar Singh					
Pawan D					
Anil Kumar Singh					
Binod Kumar Babin					

Attested



Government Of West Bengal  
Office Of the A. D. S. R. COSSIPORE DUMDUM  
District:-North 24-Parganas

Endorsement For Deed Number : 1 - 08802 of 2011  
(Serial No. 08143 of 2011)

On

Payment of Fees:

On 10/10/2011

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs. -1521520/-

Certified that the required stamp duty of this document is Rs.- 91312 /- and the Stamp duty paid as: Impresive Rs. - 1000/-

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 16.20 hrs on :10/10/2011, at the Private residence by Prasanta Dey , one of the Executants.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 10/10/2011 by

1. Sangram Sarkar, son of Late Umakanta Sarkar , Alipur East, Thana:-Nimta, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700049 , By Caste Hindu, By Profession : Service

2. Sk Mani Babu  
Proprietor, Merry Enterprise, Mondal Ganthi, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- ,  
By Profession : Business

Identified By Sanjay Das, son of Lt B K Das, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Others.

Executed by Attorney

Execution by

1. Prasanta Dey, son of Late Narayan Chandra Dey , Kaikhali,Chiriamore, Thana:-Airport, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- By Caste Hindu By Profession: Business,as the constituted attorney of 1. Ratan Sarkar 2. Ashok Sarkar 3. Jayanta Sarkar is admitted by him.

Identified By Sanjay Das, son of Lt B K Das, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Others.

( Sushil Kumar Roy )  
A. D. S. R. COSSIPORE DUMDUM

On 13/10/2011



( Sushil Kumar Roy )  
A. D. S. R. COSSIPORE DUMDUM

13/10/2011 12:19:00

EndorsementPage 1 of 2



Government Of West Bengal  
Office Of the A. D. S. R. COSSIPORE DUMDUM  
District:-North 24-Parganas

Endorsement For Deed Number : I - 08802 of 2011  
(Serial No. 08143 of 2011)

**Certificate of Admissibility (Rule 43, W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23,4,53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

**Payment of Fees:**

Amount By Cash

Rs. 33476/-, on 13/10/2011

( Under Article : A(1) = 33462/- , E = 14/- on 13/10/2011 )

**Deficit stamp duty**

Deficit stamp duty

1. Rs. 49000/- is paid, by the draft number 118646, Draft Date 12/10/2011, Bank Name State Bank of India, CF BLOCK, SALT LAKE, received on 13/10/2011
2. Rs. 41330/- is paid, by the draft number 118630, Draft Date 12/10/2011, Bank Name State Bank of India, CF BLOCK, SALT LAKE, received on 13/10/2011

( Sushil Kumar Roy )  
A. D. S. R. COSSIPORE DUMDUM



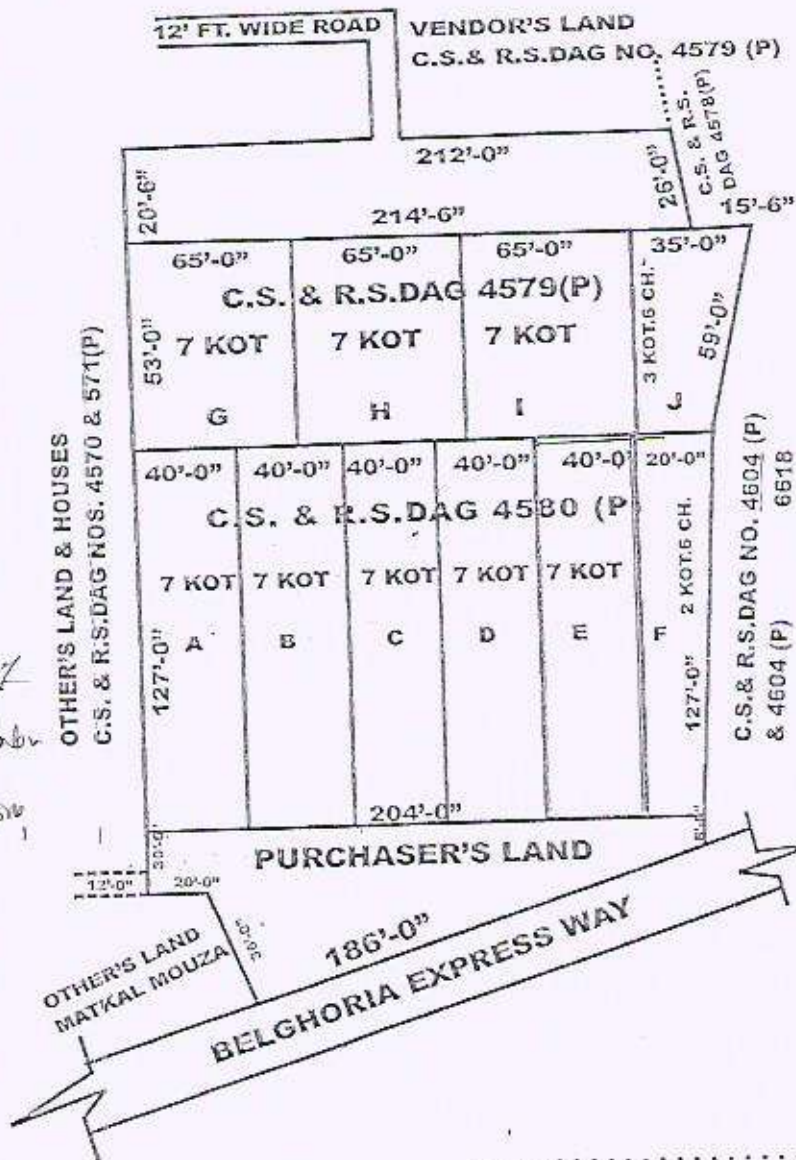
( Sushil Kumar Roy )  
A. D. S. R. COSSIPORE DUMDUM  
Endorsement Page 2 of 2

13/10/2011 12:19:00



### SITE PLAN

SITE PLAN OF LAND SHOWING PART OF C.S. & R.S.DAG NO. 4579, KHATIAN NO. 140, HAL KH. NO. 1608, AND C.S. & R.S.DAG NO. 4580, KHATIAN NO. 93, R.S. NO. 102, TOUZI NO. 63/163, MOUZA - DAKSHIN NIMTA, J.L.NO.8, P.S. NIMTA, DIST. NORTH 24 PARGANAS, UNDER NORTH DUM DUM MUNICIPALITY, WARD NO. 22



*Presented by*  
*Shri Manoj Kumar*  
*No. 9/15/2016*

.....  
SIGNATURE OF THE VENDEE

of Registration under section 60 and Rule 69.

Registered in Book - I  
Volume number 24  
Page from 5082 to 5099  
Serial No 08802 for the year 2011.



*(Sushil Kumar Roy)* 13-October-2011  
A. D. S. R. COSSIPORE DUMDUM  
Office of the A. D. S. R. COSSIPORE DUMDUM  
West Bengal